

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B3400023

**PRINT DATE:** 06/14/12

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<b>SHIP TO:</b>			
AS SPECIFIED ON INDIVIDUAL ORDERS			
<b>VENDOR ID:</b> 1363098932 MEDELA INC 1101 CORPORATE DR  MCHENRY, IL 60050 (800 )435-8316	<b>REFER QUESTIONS TO:</b>  MARGIE HAJIANTONI (410 )767-3039 MARGARET.HAJIANTONI@DGS.STATE.MD.US		
<b>ITB:</b>	<b>EXPR DATE:</b> 07/09/13 <b>POST DATE:</b> 06/14/12	<b>DISCOUNT TERMS:</b> . <b>CONTRACT AMOUNT:</b>	NET 30 DAY .00

**TERMS:**

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

\*\*\*\*\*  
 \* AGENCY CONTRACT \*  
 \* BREAST PUMPS \*  
 \* FOR \*  
 \* WOMEN, INFANT AND CHILDREN (WIC) PROGRAM \*  
 \*\*\*\*\*

THIS IS AN INDEFINITE QUANTITY CONTRACT TO SUPPLY ELECTRIC BREAST PUMPS PER SPECIFICATIONS TO VARIOUS WIC LOCATIONS THROUGHOUT THE STATE OF MARYLAND.

AGENCY CONTACT: ROBERT BRUCE  
 PHONE #: 410-767-1449  
 FAX #: 410-333-5683

VENDOR CONTACT: BONNIE VOIGT  
 PHONE #: 800-435-8316  
 FAX #: 815-363-0460

CONTRACT TERM: JULY 9, 2012 THRU JULY 8, 2013.

THIS IS THE 2ND AND FINAL RENEWAL OF BPO #001B1400088. THERE ARE NO RENEWAL OPTIONS REMAINING.

THIS IS A FIRM FIXED PRICE CONTRACT IN THAT NO PRICE ESCALATION SHALL BE ALLOWED. HOWEVER, IN THE EVENT OF ANY SUCH DECREASE IN PRICE DUE TO MARKET CHANGE OR OTHER CONDITIONS, THE STATE OF MARYLAND SHALL BE

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### TERMS (cont'd):

NOTIFIED PROMPTLY AND RECEIVE SUCH DECREASE.

#### DELIVERY:

FOB DESTINATION, INSIDE DELIVERY. SHIPMENTS MUST BE DELIVERED ON A BOX TRUCK WITH A LIFT GATE.

QUANTITIES AND SHIPPING ADDRESSES WILL BE PROVIDED BY AND MAY BE MODIFIED BY THE OFFICE OF THE MARYLAND WIC PROGRAM.

VENDOR SHALL PROVIDE ACCESS TO A KNOWLEDGEABLE REPRESENTATIVE FOR TECHNICAL ASSISTANCE AND CONSULTATION. WHEN THE REPRESENTATIVE IS NOT IMMEDIATELY AVAILABLE, THE REPRESENTATIVE SHALL CONTACT THE CALLER WITHIN ONE (1) BUSINESS DAY OF AN INQUIRY.

VENDOR SHALL HOLD LIABILITY COVERAGE AND/OR INDEMNITY AGREEMENT WHICH PROTECTS THE STATE OF MARYLAND WIC PROGRAM, MARYLAND WIC PROGRAM LOCAL AGENCIES, AND THE MARYLAND DEPARTMENT OF HEALTH AND MENTAL HYGIENE FROM LIABILITY ARISING FROM INJURY AND LAWSUITS OR CLAIMS DUE TO A MALFUNCTIONING AND/OR DEFECTIVE PUMP. COVERAGE SHOULD BE IN THE AMOUNT OF \$1,000,000 LIABILITY COVERAGE AND/OR INDEMNITY AGREEMENT.

QUANTITIES REPRESENTED ARE ESTIMATED TWELVE (12) MONTH USAGE AND ARE NOT WARRANTED OR GUARANTEED BY THE STATE OF MARYLAND. THE CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF THE AGENCY AND MAY VARY APPRECIABLY FROM THE STATED ESTIMATE(S). RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN "AS REQUIRED" BASIS. NO MINIMUM ORDER RESTRICTIONS SHALL APPLY.

THE CONTRACTOR WILL BE ENTITLED TO NO CHANGE IN CONTRACT PRICE IF QUANTITIES ORDERED OR DELIVERED ARE MORE OR LESS THAN THE QUANTITIES ESTIMATED IN THIS SOLICITATION. THE CONTRACTOR WILL BE PAID FOR ALL ITEMS AND QUANTITIES ORDERED OR DELIVERED UNDER THE CONTRACT AT THE PRICE BID, REGARDLESS OF ITEMS OR QUANTITIES PREVIOUSLY ORDERED OR DELIVERED.

WARRANTY - THE EQUIPMENT REQUESTED IN THIS CONTRACT SHALL HAVE A USUAL WARRANTY FOR A MINIMUM OF ONE (1) YEAR. ADJUSTMENTS TO THE USUAL WARRANTY WILL NOT BE ACCEPTED. WARRANTY PERIOD SHALL COMMENCE ON THE DATE OF DELIVERY AND ACCEPTANCE BY THE AGENCY.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	46578-100000	M	97.0000

AUTOMATIC SUCTION ELECTRIC BREAST PUMP  
PER ATTACHED STATE OF MARYLAND SPECIFICATIONS.  
MEDELA ITEM 57018W PERSONAL DOUBLE PUMP

END OF ITEM LIST

### ADDITIONAL TERMS & CONDITIONS:

USED, REFURBISHED OR REMANUFACTURED EQUIPMENT WILL NOT BE ACCEPTED OR CONSIDERED UNLESS SPECIFIED IN THE DETAILED SPECIFICATIONS FOR EACH MODEL OF BREAST PUMP.

QUOTED PRICES ARE TO BE NET 30 DAYS F.O.B. (INSIDE DELIVERY) STATE USING AUTHORITIES AND INCLUDE ALL FREIGHT/SHIPPING, HANDLING AND ADMINISTRATION CHARGES. ALL DISCOUNTS ARE TO BE DEDUCTED AND REFLECTED IN NET PRICES.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

ANY ITEM LISTED HEREIN THAT IS NOT DELIVERED IN CONFORMANCE TO THE REQUIREMENTS OF THE CONTRACT, MAY BE PURCHASED ON THE OPEN MARKET BY THE USING AGENCY. THE CONTRACTED VENDOR WILL BE CHARGED FOR ANY PRODUCT COST INCURRED BY THE STATE THAT IS IN EXCESS OF THE CONTRACTED PRICE.

CORPORATE "P" PURCHASING CARDS WILL BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACTS OF \$2,500 OR LESS.

CONTRACTS SHALL REMAIN IN EFFECT FOR THE TIME PERIOD AND QUANTITY SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000" ARE INCORPORATED HEREIN BY REFERENCE.

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**TERMS (cont'd):**

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY SIX (6) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER AND DESCRIPTION, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. REPORT SHALL BE EMAILED TO THE FOLLOWING TWO (2) ADDRESSES:

MARGARET.HAJIANTONI@DGS.STATE.MD.US  
HOWARD.MCLAIN@DGS.STATE.MD.US

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**AUTHORIZED BY:**

*Margaret Hajiantoni*

BUYER AUTHORIZED DESIGNEE

**DATE:**

*6/14/2012*